

# Laramie County Events Department

REQUEST FOR PROPOSAL

# 2022

EVENT CENTER FOOD SERVICE PROVIDER



SUBMITTALS DUE APRIL 1, 2022 AT 2:00PM

LARAMIE COUNTY EVENTS  
3801 ARCHER PKWY | CHEYENNE, WY 82009



## Introduction

Laramie County is seeking inventive and creative proposals to provide and operate food and non-alcoholic beverage services for the Event Center at Archer at the Archer Complex. The operators will make a significant contribution to the ambiance of the facility while providing a convenient service to event attendees. Food and beverage service is a key component of the overall character of Laramie County Events and our expectations are that the successful proposer will enjoy significant brand visibility and elevate the overall experience at the venue

## RFP Schedule

Subject to change:

February 25	RFP Announcement
March 15	Site Visit (please RSVP to <a href="mailto:dange@laramiecounty.com">dange@laramiecounty.com</a> )
April 1	Proposals Due
April 6	Meet with Finalist(s)
April 8	Select and Award Contract

## Project Description

Food and beverages will be offered at 1-2 locations within the venue: West Concessions and East Concessions. Laramie County Events will select a single operator for both locations. Laramie County reserves the right to obtain the services of other operators, on terms acceptable to Laramie County, to diversify menu items offered.

## Term

Laramie County's intent is to grant one 3-year term with a two-year renewal option to be exercised at Laramie County's sole discretion. All operations will be pursuant to an agreement with Laramie County; no leasehold or other proprietary right is offered.



## Event Schedule

The Event Center at Archer hosted 49 different events in 2021, including trade shows, livestock shows, dog shows, and private events. The facility also hosts annual events produced by Laramie County Events, such as Laramie County Fair, Laramie County Farm & Ranch Show, Laramie County Sportsman's Expo, and Laramie County Spirit of Giving. Most events occur during weekend and evening hours.

Attendance from event to event varies greatly. Laramie County Events cannot guarantee minimum attendance for any event.

## Menu Items

### FOOD

The operator is expected to serve tasty, freshly-prepared, high-quality food to meet the needs of attendees, and catering requirements for special events as requested by Laramie County Events. Laramie County Events strongly encourages an array of hot and cold menu items. The menu should demonstrate an exciting concept, high-quality ingredients, great taste, variety and an array of prices. The operators will be required to maintain adequate inventory to assure a constant supply of food. Final food menus, prices, and price changes will be subject to Laramie County Events' prior approval, but should be detailed in the proposal.

The proposal should include menus and pricing for 3 categories of food service:

- i. Concessions Menu (served to guests at Concession Stand during typical events)
- ii. Special Event Catering Menu (for buffet-style banquet for 400 guests)
- iii. Backstage Catering Menu (for select artist catering backstage)

### BEVERAGES

The operator is expected to serve only Laramie County-approved brands of water and soft drinks. Final beverage menus, prices, and price changes will be subject to Laramie County's prior approval, but should be detailed in the proposal.

### MERCHANDISE

Operator is expected to sell merchandise purchased by and on behalf of Laramie County Events during applicable events, including but not limited to, Laramie County Fair.

### SPONSORS

Operator is expected to participate in food and beverage sponsor promotions, including incorporating sponsors' products in menus, and sponsor-funded discounts and offers, as directed by Laramie County. Operator cannot offer or participate in its own sponsor promotions on site.



## Personnel

The operator will be responsible for hiring the necessary personnel to conduct daily operations in a professional manner in numbers adequate to provide a constant supply of food and beverages with a minimum of wait times during peak periods. The operator must comply with all federal, state, and local employment laws including, but not limited to health, food safety, minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and worker's compensation. If required by Laramie County Events, employees shall wear a uniform, branded t-shirts, or identification badge.

## Customer Service

Laramie County Events expects the operator to create and maintain a high-quality amenity for the public.

## Compliance with Laws, Permits

The operator will comply with all laws. The operator will be required to obtain all necessary approvals, permits, and licenses for the lawful operation of cooking and food service.

## Equipment

The operator will be expected, at its sole cost and expense, to fit out, maintain, and operate the cooking, food and beverage service operations safely and in accordance with industry standards. The operator will be required to provide Laramie County Events with full access to the areas at which it is operating in the venue. Off-site cooking and food prep, to the extent practical for the menu, is encouraged. NOTE: Consumer-type Mobile Food Trucks cannot be accommodated, and thus should not be proposed.

At each concession stand, Laramie County Events will provide serving counters, lighting, digital menu signage, three-bin sink, and hand washing station.



## Utilities

Laramie County Events will provide, at no cost to the operator, seven 20-amp electrical circuits and running water. Laramie County Events makes no representations regarding the adequacy of these utilities for operator's operations.

## Maintenance and Repairs

The operator will be solely responsible for maintaining and operating the entire cooking and food service operation in a safe and stable condition in accordance with industry standards, repairing as needed all components. The operator will be required to make all necessary repairs during the term of the agreement. The operator will be required to comply with all national safety guidelines and Federal, State, and City laws, rules and regulations related to the operation and maintenance of the facility during the license term. The operator will be prohibited from modifying the facility in any way. At the end of the term, the operators will be expected to return the premises in a condition as good as or better than their condition at the commencement of the term.

## Deliveries & Storage

Deliveries to the Event Center are permitted with prior notice given to Laramie County Events. Storage for product cannot be guaranteed beyond the confines of the Concession Stand. The operator will be required on a nightly basis to secure all inventory, fixtures and equipment used on the site.

## Waste Removal and Recycling

The operators will be responsible for clean-up and removal of all garbage, refuse, rubbish and litter within 10 feet of each serving location. Laramie County Events will provide waste dumpsters on site for use by operators.

## Signage and Advertising

The operator will be required to prominently display signage at the site listing all prices and menu items, and may include its brand identity on the menu. The design and placement of all signage is subject to approval by Laramie County Events.



# RFP - Food Service



## Insurance

The operators will be required to carry the following minimum levels of insurance (on terms and with liability coverage to be specified in the Operator's Agreement)

<u>Insurance Type</u>	<u>Per Incident</u>	<u>Aggregate</u>
Commercial General Liability	\$1,000,0000	\$2,000,000
Worker's Compensation & Disability	As statutorily required	
Automobile Insurance	\$1,000,000	

All policies, other than Worker's Compensation, must name Laramie County as Additional Insured. The operator will be required to indemnify Laramie County for losses associated with the operator's actions pursuant to a provision included in the agreement.

Proposers should submit evidence of existing insurance for existing/other operations.

## Deliveries & Storage

The operators will be required to accept cash and credit forms of payment from customers, utilize electronic point-of-sale control systems to ensure the accurate and complete recording of all income, and provide login access to Laramie County Events. The operators will be required to submit weekly statements of gross receipts from all categories of income in a format approved by Laramie County Events (ie. food, beverage, discounts, etc). At the end of each operating season, the operators will be required to submit detailed income and expense statements for the past season's operation.

## RFP Terms and Conditions

This RFP does not commit Laramie County Events to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder.



## Proposal Instructions

Proposals must include a cover sheet with RFP title, proposer's name and signature, and the following:

### OPERATING EXPERIENCE & QUALIFICATIONS

Proposers should submit:

- a. A description of the proposer's business structure, key staff, and any partners or subcontractors (if any)
- b. A resume or detailed description of the proposer's (and partners or subcontractors) professional qualifications, demonstrating experience and record of safety in the industry, including any work with County agencies
- c. The names and addresses of all officers of the entity submitting the proposal
- d. A description of the proposer's experience in operating similar business enterprises, including relative size of business operated, type of retail sales, etc.
- e. A list of at least three recent relevant references with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial and operational capability. Include the name of the reference entity, a description of the nature of the listed reference experience with the proposer and the name, title, address and telephone number of a contact person at the reference entity.

### FINANCIAL CAPABILITY

Proposers should include a financial statement prepared in accordance with standard accounting procedures. Financial statements should include, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets for the entire prior year.



## OPERATIONS PLAN

Proposers should submit a detailed operational plan for the site:

- i. Proposed menus must be submitted, including menu items and prices for:
  - Concessions Menu (served to guests at Concession Stand during typical events)
  - Special Event Catering Menu (for buffet-style banquet for 400 guests)
  - Backstage Catering Menu (for select artist catering backstage)
- ii. Personnel: Describe the operator's plan for number and type of staff at location; scheduling staff for daily prep, sales, and post-event needs
- iii. Customer Service: Describe the proposer's management plan for staff supervision and customer service including line management, order fulfillment, wait times, etc.
- iv. Equipment: Describe the operator's equipment plan including number and type of devices
- v. Health & Food Safety: Describe the operator's plan to meet all applicable health and food safety regulations

## PRO FORMA OPERATIONS BUDGET

Proposers should include a pro-forma income and expense projection for each year of operation based on historical revenue data provided by Laramie County Events, and proposer's growth plan. This pro-forma projection should include explanations for all the assumptions used in its formation.

## FEE OFFER

Minimum acceptable guarantee fee to Laramie County Events will be provided in proposal. The fee offer should state the highest sum the proposer is prepared to pay, expressed as a percentage of gross receipts.

# Delivery Instructions

Completed proposals must be submitted to [dange@laramiecounty.com](mailto:dange@laramiecounty.com)

Subject: **Laramie County Events Food Service RFP**

Proposals shall remain binding for 90 days from the date of proposal submission.

All proposals received by the deadline will be evaluated. The successful proposer will be required to execute an operator agreement with Laramie County.





## Additional Conditions

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent's responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal, and/or to reject or accept any proposal for any reason in its discretion.
- 3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.
- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful Respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.



## Additional Conditions

8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute WS 16-6-101 et seq.

9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for a copy of the RFP and addenda.

10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.

11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.

12) Invalidity: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.

13) By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to the County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.